

Form Filing Checklist - P&C

See Ins 6.05, Wis. Adm. Code, For Requirements to File Insurance Forms

ALL P&C Coverages (Product Categories of PMV-Personal Motor Vehicle; CMV-Commercial Motor Vehicle; CMPMP-Commercial Property and Mutli peril; PPMPPF-Personal Property, Multiperil and Farm; LIAB-Liability; WC-Worker's Compensation; BND-Bonds; AVI-Aviation; CRUN-Credit Unemployment; MBD-Mechanical Breakdown; MG-Mortgage Guaranty; MC-Motor Club; OTHPP-Other Personal Property; TTL-Title; TAC-Travel Accident; WVS-Warranty and Vehicle Service; CRPROP-Credit Property; EMC-Excess Managed Care; LEX-Legal Expense)

(Unless otherwise noted the numbers in the second column are Wisconsin statute numbers.)

Voting rights	611.42(4)(b)	Mutual policyholders voting rights (notice of time and place of meetings or elections).
Total loss	628.34(3)	Insurer can't fully earn the premium in event of a total loss as this would be charging different premiums for the same class of business which is unfairly discriminatory.
Timely payment of claims	628.46	Timely payment of claims. The policy should read that claims will be paid within 30 days of agreement.
Representations, warranties and conditions	631.11	Representations, warranties and conditions. Policy language may allow policy rescission for misrepresentation, breach of affirmative warranty or statements made in negotiations for an insurance contract. The statement, representation, or warranty must be stated in: (1) the policy; (2) signed written application made part of the policy; or (3) a written communication provided by insurer to insured within 60 days after effective date of policy.
Incorporation by reference	631.13	Incorporation by reference (set forth clear language of any agreement or provision). Cannot incorporate by vague reference to another document, form or statute number.
General Conditions	631.20(2)(a)	General Conditions are that the form may not be inequitable, unfairly discriminatory, misleading, deceptive, obscure or encourages misrepresentation
Deductibles	631.20(2)(a)	Deductibles should be applied to loss amount and not to the limit.
Intrafamily liability exclusion	631.20(2)(a)	Intrafamily liability exclusion must be disclosed on declarations page [however; not allowed for auto per 632.32 (6)].
Defense costs	631.20(2)(a)	Defense costs included within the liability limits is permissible only for professional liability policies, D&O, pollution. There must be a clear statement that defense costs are included within the limits.
Mix of claims-made and occurrence	631.20(2)(a)	Mix of claims-made and occurrence coverages for primary insurance are only acceptable for excess or umbrella policy and must be declared on the declarations page.
Substantial change or exclusionary endorsement	631.20(2)(a)	Any substantial change or exclusionary endorsement which limits or alters coverage in a negative manner is misleading, deceptive, or obscure.
Misleading	631.20(2)(a)1	Misleading because its benefits are too restricted to achieve the purposes for which the policy is sold.
Too obscure or lessen	631.20(2)(a)2	Contains provisions whose natural consequence is too obscure or lessen competition.
Verbose or complex	631.20(2)(a)3	Is unnecessarily verbose or complex in language.
Physical aspects	631.20(2)(a)4	Is misleading, deceptive or obscure because of such physical aspects as format, typography, style, color, material or organization.

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Declarations page	631.20(2)(a)4	Declarations page —effective date and time of coverage, types of coverage included in the contracts along with limits of deductibles, countersignature requirements.
Full corporate name	631.20(2)(c)	Full corporate name (face page) and full address somewhere in policy.
Explicit approval required	631.21	Explicit approval required. Any clause that requires more expeditious notice than first class mail or limits the payments in a policy must receive OCI approval before it can become a part of a policy. A requirement for certified mail notice or a vague clause limiting payment would be disapproved by our office.
Full corporate name	631.31	Full corporate name; several liability, assessability on first page of policy (conspicuous and separate notice).
Termination of insurance contracts	631.36	Termination of insurance contracts by insurers. Cancellation and nonrenewal provisions should conform to this law. The general mid-term cancellation provisions as given in the statute should be listed along with the timing required by the law (10 or 60 days). Notice should be by first class mail or delivery to the insured.
A mid-term cancellation	631.36(2)(a)2	A mid-term cancellation of an auto policy for a suspension, revocation, or loss of a driver's license satisfies this section of 631.36 as long as the suspension, etc., occurred within 180 days prior to the effective date of the policy and is a result of a motor vehicle violation vs. a nonmotor vehicle violation.
Insurer may not void coverage	631.36(2)	Insurer may not void coverage for an NSF check submitted with an application when coverage is bound by the agent or insurer. Insurer must provide a 10-day notice for nonpayment.
Limitations	631.45	Limitations of loss to be paid by an insurer.
Nonwaiver Clause	631.48	Nonwaiver Clause. An insurer may insert in any insurance policy a provision that no change in the policy is valid unless approved by an executive officer of the insurer, or unless the approval is endorsed on the policy or attached to it, or both, and that no agent has authority to change the policy or waive any of its provisions.
Notice and proof of loss	631.81	Notice and proof of loss. A notice of loss should be made as soon as reasonably possible and within 1 year of the time required by the policy. Failure to give notice does not invalidate or reduce a claim unless the insurer is prejudiced by the failure to give a notice. An "immediate" requirement of a loss notice would not be approved.
Required provisions of liability insurance policies	632.22	Required provisions of liability insurance policies. Every liability policy should provide that bankruptcy or insolvency of the insured shall not diminish the liability of the insurer.
Direct action against the insurer	632.24	Direct action against the insurer. Persons should be able to recover from the insurer irrespective of whether the liability is established. If the policy reads that action can be taken only after a judgment or trial, it violates the statute.
Notice provisions	632.26	Notice provisions. Notice to an agent is the same as giving notice to the company. A lack of a notice within a specified time does not invalidate a claim against insurer.
Requirements for a filing	6.05 Wis. Adm. code	General requirements for filing a form for approval under s. 631.20, include the format for the "Certificate of Compliance" and the "Insurance Form Listing."
Readability	Ins 6.07 Wis. Adm. code , and s. 631.22	Policy language used in certain consumer insurance policies must meet minimum standards relating to readability .
Discrimination based on sex	Ins 6.55 Wis. Adm. code	Discrimination based on sex prohibits discrimination in coverage and terms, note differentials must be supported by credible information.
Grounds for disapproving	Ins 6.76 Wis. Adm. code	Grounds for disapproving P&C filings.

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Binders	Court Case	Binders are subject to the same terms and conditions as the policy. <u>Terry v. Mongin</u> , 102 Wis. 2d 239, Ct. of Appeals supports the point that the binder is subject to the same terms and conditions as the policy. Section 631.20 requires a policy be filed and approved before used. Section 631.20(2)(a) states that the policy form may be disapproved if it is misleading. Section 631.36(2)(c) contains the notice requirement to cancel a new policy.
Subrogation	Court Case	Rimes subrogation wording. The insurer has the right to subrogation collections but only after the insured has been made whole and is fully compensated for damages. This is from the Supreme Court decision of <u>Rimes v. State Farm Mutual Automobile Insurance Company</u> , 106 Wis. 2d 263.

Additional Requirements of Automobile Insurance Policies (Product Categories of PMV-Personal Motor Vehicle and CMV-Commercial Motor Vehicle)

Required provisions of auto policies	632.32(3), (4), & (4m)	Required provisions of auto policies.
Coverage applies	632.32(3) (a)	Coverage applies in the same manner for insured and any person legally responsible for use (policies for physical damage <u>only</u> can exclude drivers and must show this exclusion).
Uninsured	632.32(4) (a)	Uninsured motorists must be included in any automobile policy covering liability.
Medical payments	632.32(4) (b)	Medical payments may be rejected by insured and must include chiropractic coverage.
Underinsured Motorists	632.32(4m)	Underinsured Motorists insurer must provide notice of availability.
Permissible provisions of auto	632.32(5)	Permissible provisions of auto
Limit coverage	632.32(5) (a)	Limit coverage with permission of named insured or adult member of insured's household.
Motor vehicle handlers	632.32(5) (b)	Policy issued to other than motor vehicle handlers may limit coverage to motor vehicle handlers.
Motor vehicle handler	632.32(5) (c)	Policy issued to motor vehicle handler may limit coverage to anyone other than the motor vehicle handler.
Stacking	632.32(5) (f), (g) & (h)	Auto policy language may prohibit stacking .
UM or UIM liability	632.32(5)(i)	UM or UIM liability may be reduced by amounts paid or payable from other sources including the amounts paid or payable under the liability coverage of the policy.
UM or UIM liability	632.32(5)(j)	UM or UIM—allows “drive-other-car” exclusions.
Prohibited provisions in auto	632.32(6)	Prohibited provisions in auto
Related persons	632.32(6)(b)1	Cannot exclude related persons .
Named insured or passengers	632.32(6)(b)2	Cannot exclude named insured or passengers in or on the insured vehicle.
Age	632.32(6)(b)3	Cannot exclude persons solely for reasons of age if old enough to drive.
Unlawful purposes	632.32(6)(d)4	Cannot exclude coverage if use of motor vehicle for unlawful purposes , transportation of liquor or while driver is under the influence of an intoxicant or a controlled substance.
Notice of accident	632.32(6) (c)	May not limit time for giving notice of accident to less than 20 days.

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Prohibited rejection, cancellation and nonrenewal	632.35	Prohibited rejection, cancellation and nonrenewal (for automobile insurance) because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation are prohibited.
Permissive joinder of parties	803.04	Permissive joinder of parties. Any wording that states the insurer cannot be joined in an action against the insured is a violation of this statute.
Final format	Ins 6.05(4)5 Wis. Adm. Code	Final format: The form must be submitted in final printed format or typed facsimile exactly as it will be offered.
Language simplification	Ins 6.07 Wis. Adm. Code	Language simplification of insurance policy (for personal insurance policies).
Table of contents	Ins 6.07(4)(a)4. Wis. Adm. Code	Table of contents , sections identified clearly and indexed for easy access.
Cancels a policy for nonpayment	Ins 6.10(4)(c) Wis. Adm. Code	An insurer who cancels a policy for nonpayment may not refund less than the pro rata unearned premium.
Applications	Ins 6.54(3)(a) Wis. Adm. Code	Applications for auto insurance or applications for residential property (not more than four units) should not ask about physical or mental impairments. (ss. 625.12(2) and 106.52(3)(a) provide further reasons for disapproval of such applications.)
Applications	Ins 6.54(3)(a) Wis. Adm. Code	Applications for auto insurance should not ask about criminal convictions unless the crime relates to the risk. Homeowner policies may ask for criminal convictions in general as long as unrelated convictions are not considered in the underwriting.
Family members of the named non-owner insured	Court Case	Cannot exclude coverage for family members of the named non-owner insured per the Supreme Court decision of <u>Bindrim v. Colonial Insurance Company</u> , 190 Wis. 2d 525.

Additional Requirements for Homeowner's Policies (Product Category of PPMPF-Personal Property, Mutli peril and Farm)

Valued policy law	632.05(2)	Valued policy law (not contents or commercial)
Ordinance	Ins 4.01(h) Wis. Adm. Code	Ordinance or law exclusion: The ordinance or law exclusion must be amended to allow a total loss in cases where an owner occupied residence is partially destroyed but ordered destroyed by a fire ordinance or similar law.
Vacancy	Ins 6.76(3)(e)2 Wis. Adm. Code	Vacancy or unoccupancy may not be for less than 60 days.

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Additional Requirements for Endorsements (All Product Categories)

Blank endorsements	631.20(2)(a)4	Blank endorsements allowed but not used to change the terms of the policy.
More than one page	631.20(2)(a)4	Endorsements/riders more than one page —must clearly state that they include other pages.
No exclusion by rubber stamp	631.20(2)(a)4	No exclusion by rubber stamp .

Additional Requirements for Certain Medical Malpractice Forms (Product Categories of LIAB-Liability, Product of MML-Medical Malpractice)

The following applies only to policies covering a physician or nurse anesthetist as described in the Statutes.
See ch. 655, Wis. Stat., and Ins 17, Wis. Adm. Code

Supplementary expenses in addition	655.24 (2) (a)	Supplementary expenses in addition to the limits. All policies must provide all supplementary
No settlement rejection by health care provider	655.245	No settlement rejection by health care provider. No policy may permit a health care provider to reject any settlement agreed upon between the claimant and the insurer.
Expenses incurred	Ins 17.35(2) (e), Wis. Adm. Code	Expenses incurred (including interest) and defense expenses in addition to the limits.
Unlimited reporting endorsement required	Ins 17.35 (2) (g) 1 and 2 Wis. Adm. Code	Unlimited reporting endorsement required. Claims-made policies must provide an unlimited extension of coverage for medical providers whose policy is canceled or nonrenewed for any reason.
Required notice to insured to purchase extended reporting endorsement	Ins 17.35 (2) (g) 3 Wis. Adm. Code	Required notice to insured to purchase extended reporting endorsement. Claims-made policies must display a prominent notice that the insured has the obligation under s. 655.23 (3) (a), Wis. Stat., to purchase the extended reporting endorsement unless other insurance is available.
Required coverage	Ins 17.35 (2) (b) and (c) Wis. Adm. Code	Required coverage. Policies must include coverage for: 1) peer review, 2) accreditation and similar professional activities in conjunction with and incidental to the provisions of health care services, 3) utilization review, and 4) quality assurance, and similar professional activities in conjunction with and incidental to the provision of health care services.
Required limits for extended reporting endorsements	Ins 17.35 (2b) (c) and (d) Wis. Adm. Code	Required limits for extended reporting endorsements. Depending on length of time coverage has been in force dictates limits required for extended reporting endorsements.
permissible exclusions	Ins 17.35 (3) (a) thru (n) Wis. Adm. Code	List of permissible exclusions .
Deductibles	Ins 17.35 (4) Wis. Adm. Code	Deductibles. If policies contain a deductible, insurer must pay it first and then seek reimbursement from the insured.

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Additional Requirements for Warranties (Product Category WVS-Warranty and Vehicle Service)

Notice of loss	631.81	Notice of loss should be made as soon as reasonably possible. Failure by the contract holder to give notice does not invalidate or reduce the claim unless you are prejudiced by the failure to give notice. In other words, a claim may not be denied solely because the contract holder did not obtain preauthorization.
No company may unfairly discriminate	628.34 (3) (a)	No company may unfairly discriminate among contract holders by charging different premiums or by offering different terms of coverage except on the basis of classifications related to the nature and the degree of the risk covered or expenses involved. In other words, paid claims cannot be consider when calculating return premium.
Plan administrator	Ins 15.01 (5) (b) Wis. Adm. Code	A warranty plan administrator is liable to the contract holder and assumes all obligations of the warrantor/dealer.
Name and address of the insurer	Ins 15.01 (8) (c) Wis. Adm. Code	All warranty contracts must contain a statement providing the name and address of the insurer assuming the obligations of the warrantor or warranty plan administrator in the event of insolvency or other financial difficulty and instructions on how the consumer may file a claim with the insurer if the warrantor or warranty plan administrator does not pay the claim within 60 days of the filing of the claim.
Returning a warranty contract for a full refund	Ins 15.01 (9) (c) 2 Wis. Adm. Code	All warranty contracts must contain a provision under which the purchaser may, within a minimum of 15 days of the delivery of the warranty contract, return the warranty contract for a full refund less actual costs or charges needed to issue and service the warranty contract.
Required Statement	Ins 15.01 (9) (c) 1, Wis. Adm. Code	All warranty contracts issued under a warranty plan subject to this section must contain the following statement, printed in bold type: "THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."

Additional Requirements for Contractual Liability Policies Providing Proof of Financial Security for Warranties (Product Category LIAB-Liability, Product of CTL-Contractual Liability)

Termination or nonrenewal of the insurance contract	Ins 15.01 (8) (d) Wis. Adm. Code	The insurance contract must contain a provision under which the insurer shall notify the Commissioner in writing of the termination or nonrenewal of the insurance contract at least 60 days prior to the termination or nonrenewal.
Insurance contract must cover	Ins 15.01 (8) (e) Wis. Adm. Code	The insurance contract must cover the obligations under the warranty contracts issued during the period of time that the insurance contract is in force.

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Additional Requirements for Motor Clubs (Product Category MC-Motor Club)

Policy includes service contracts	600.03 (35)	The definition of a policy includes service contracts issued by motor clubs. Any statement that the contract is not an insurance policy is contrary to this statute.
Corporate or other name	616.78	Every motor club service contract must contain the exact corporate or other name of the company and the exact location of its home office and of its usual place of business in Wisconsin, giving street number and city.
Statement of policy term	631.36	Motor club service contracts must contain a statement of policy term . Language must also be included indicating when the insurer may cancel, non-renew, alter terms, and change rates. The language should be consistent with s. 631.36, Wis. Stat. (Note: Excessive claims is not an acceptable reason for midterm cancellation of the contract.)
Arrest bond	345.61 (1) (a)	A guaranteed arrest bond may not exceed \$200.
Right to cancel	424.401 (1)	Following the sale of a motor club service contract, with a term of more than one year, through a credit transaction, s. 424.401 (1), Wis. Stat., states, in part, that the customer has the right to cancel the contract up to 30 days after the contract is mailed or otherwise delivered to the customer. The creditor must provide the customer a notice, in duplicate, in the form set forth in subs. (2) and (3) of the statute.